

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

CHARLIE THORNTON,	)	
Plaintiff,	)	
	)	CIVIL ACTION NO.: 05-10210-RGS
v.	)	
	)	
UNITED PARCEL SERVICE, INC.,	)	
Defendant.	)	

**PLAINTIFF'S SUPPLEMENTAL REQUEST FOR JURY INSTRUCTIONS**

**Constructive Discharge**—Constructive discharge is a label for treatment so hostile or degrading that no reasonable employee would tolerate continuing in the position. The standard is an objective one: the conditions must be so difficult or unpleasant that a reasonable person in the plaintiff's shoes would have felt compelled to resign. A constructive discharge can arise from, among other things, reassignment with significantly diminished job responsibilities, or a decision causing a significant change in benefits. *Burlington Indus., Inc. v. Ellerth*, 524 U.S. 742, 761 (1998); *Melendez-Arroyo v. Cutler-Hammer de P.R. Co.*, 273 F.3d 30, 36 (1st Cir. 2001); *Marrero v. Goya of Puerto Rico, Inc.*, 304 F.3d 7, 28 (1st Cir. 2002); *Suarez v. Pueblo Int'l, Inc.*, 229 F.3d 49, 54 (1st Cir. 2000).

Respectfully Submitted,  
Charlie Thornton  
By his attorneys

DATED: February 13, 2008

//s// Michael Tumposky  
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**CERTIFICATE OF SERVICE**

I, Michael Tumposky, hereby certify that, on this the 13th day of February, 2008, I served a copy of this document, where unable to do so electronically, by first-class mail on all counsel of record in this matter.

//s// Michael Tumposky  
Michael Tumposky